

STATE OF OKLAHOMA
LOGAN COUNTY SS
FILED FOR RECORD

2

6. At all times pertinent, Altom was the “Insured” under that certain Homeowners Policy issued by State Farm, Policy No. 36-ES-0552-9 (the “Policy”), which covered Altom’s Property.

7. On or about October 24, 2014, a fire occurred at the Plaintiff’s Property, which resulted in considerable damage to residence, as well as Plaintiff’s personal property located within.

8. Both the damage to the Property and to Plaintiff’s personal property contained within were covered by the Policy.

9. Immediately subsequent to the fire, Plaintiff contacted State Farm regarding the damage sustained to the Property and the personal property within and filed a claim under the Policy, Claim No. 36-5G25-844 (the “Claim”).

10. On June 6, 2016, Altom submitted to State Farm her proof of loss (“Proof of Loss”) in which she set forth a detailed itemization of the severe smoke and fire damages occurring to the Property and the personal property contained within. All other conditions precedent to payment, if any, under the Policy have been made.

First Cause of Action – Violation of 36 O.S. § 1250.7

11. Plaintiff re-alleges and incorporates paragraphs 1 through 10.

12. Pursuant to the provisions of 36 O.S. § 1250.7, State Farm had sixty (60) days from the date of its receipt of the Proof of Loss from Plaintiff to either (a) pay the claim, or (b) notify Plaintiff in writing that it would be denying the claim, along with a written explanation for the reasonable basis of such denial.

13. State Farm failed to comply with the provisions of 36 O.S. § 1250.7.

14. Accordingly, Plaintiff has suffered damages in an amount set forth in her Proof of Loss, less any prior payments made by State Farm, said amount being in excess of \$10,000.00.

Second Cause of Action – Breach of Contract

15. Plaintiff re-alleges and incorporates paragraphs 1 through 14.

16. Further, State Farm has breached its contract with Altom by denying coverage under the Policy and by refusing to pay the full amounts due under the Policy.

17. Plaintiff has suffered damages in an amount in excess of \$10,000.00 as a result of State Farm's breach of contract.

Third Cause of Action – Bad Faith

18. Plaintiff re-alleges and incorporates paragraphs 1 through 17.

19. Denial of the claim by State Farm is also a violation of State Farm's duty of good faith and fair dealing to its insured policyholder, Altom, and such denial was made in bad faith.

20. The actions of Defendant are in wanton disregard of Plaintiff's rights and, in addition to the Plaintiff's actual damages, Plaintiff seeks punitive damages as well.

WHEREFORE, Plaintiff, Elaine M. Altom, prays for judgment in her favor and against State Farm Fire and Casualty Company for damages in excess of \$10,000.00, together with punitive damages, for civil penalties arising under 36 O.S. § 1250.4, for reasonable attorney fees and costs for the prosecution of the causes of action set forth above, along with any other relief as to which this Court may deem just and equitable.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jay P. Moisant", is written over a horizontal line.

Jay P. Moisant, OBA #19682
14452 SW 29th Street, Suite B
Choctaw, Oklahoma 73020
Telephone No.: (405) 886-2310
Facsimile No.: (405) 622-4062
Email: jay@lawiw.com
Attorney for Plaintiff

ATTORNEY LIEN CLAIMED